

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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GLENN C. ELFE,

Plaintiff,

- against -

**26 MOTORS CORP., KYLE MERRITT,
CHINO GERMINAL LANTIGUA,
JOHN DOE #3 a/k/a MANAGER, WELLS
FARGO BANK, N.A., L.J. MARCHESE
CHEVROLET, INC., MICHELLE BAILEY,
26 MOTORS QUEENS INC d/b/a 26 MOTORS,
26 MOTORS JAMAICA INC. d/b/a 26 MOTORS,
26 MOTORS LONG ISLAND LLC d/b/a 26
MOTORS, 26 MOTORS OF FRANKLIN
SQUARE LLC d/b/a 26 MOTORS, MOSHE
POURAD, YOSEF AYUZENCOT, and AHARON
BENHAMO,**

Defendants.

Case No. 22-CV-9385

**DEFENDANTS'
INITIAL DISCLOSURES
PURSUANT TO RULE 26(a)(1)(A)**

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Defendants **26 MOTORS CORP., KYLE MERRITT, WELLS FARGO BANK, N.A., L.J. MARCHESE CHEVROLET, INC., MICHELLE BAILEY, 26 MOTORS QUEENS INC., 26 MOTORS JAMAICA INC., 26 MOTORS LONG ISLAND LLC, MOSHE POURAD, and YOSEF AYZENCOT** (collectively hereinafter and for purposes of these disclosures only the “Defendants”), by their attorneys, Nicholas Goodman & Associates, PLLC, hereby make the following Initial Disclosures pursuant to Fed. R. Civ. P. Rules 26(a)(1)(A) based on information currently available to them. Defendants reserve the right to file additional disclosures, to supplement or otherwise amend these disclosures, and reserve all rights with respect to privilege.

Initial Disclosure (i): *The name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment.*

1. Glenn Elfe, c/o Brian Bromberg, Esq., 352 Rutland Road, Brooklyn, New York 11225 (212) 248-7906 - his knowledge of the motor vehicle sales transaction identified in Plaintiff's Second Amended Complaint, his agreement to the terms thereof, his signatures on relevant documents and his history of criminal acts and convictions.

2. Kyle Merritt, c/o Nicholas Goodman & Associates, 333 Park Ave. South, Suite 3A, New York, N.Y. 10010 (212) 227-9003 – information concerning his personal interactions with Plaintiff, the sale and financing transactions concerning the motor vehicle identified in Plaintiff's 2d Amended Complaint, the lack of involvement in that sale or those transactions of any employee of any Defendant entity other than 26 Motors Corp., and the lack of involvement in that sale or those transactions of any other individually named Defendant herein.

3. Michelle Bailey, c/o Nicholas Goodman & Associates, 333 Park Ave. South, Suite 3A, New York, N.Y. 10010 (212) 227-9003 – information concerning Defendant Marchese Chevrolet Inc.'s limited participation in the transactions concerning the motor vehicle identified in Plaintiff's Second Amended Complaint.

4. Corporate Representative of Wells Fargo Bank, N.A., c/o Nicholas Goodman & Associates, 333 Park Ave. South, Suite 3A, New York, N.Y. 10010 (212) 227-9003 – information concerning Wells Fargo's role limited to the financing of Plaintiff's purchase of the motor vehicle identified in Plaintiff's Second Amended Complaint.

Initial Disclosure (ii): *A copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment.*

1. All relevant documents concerning the sale and financing of the motor vehicle identified in Plaintiff's Second Amended Complaint are located at the office of Nicholas Goodman & Associates, 333 Park Ave. South, Suite 3A, New York, N.Y. 10010.

Initial Disclosure (iii): *A computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.*

1. Not applicable.

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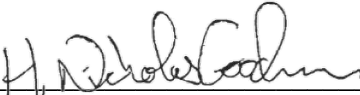
Initial Disclosure (iv): *For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.*

1. None.

Dated: New York, New York
September 29, 2023

Yours, etc.

NICHOLAS GOODMAN & ASSOCIATES, PLLC

BY:  _____

H. Nicholas Goodman

Attorneys for Defendants

26 MOTORS CORP., KYLE MERRITT,

WELLS FARGO BANK, N.A., L.J.

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MICHELLE BAILEY,

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Via ECF